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*[Additional counsel on signature page]*

**UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA  
 EASTERN DIVISION**

AMERICAN GENERAL LIFE  
 INSURANCE COMPANY,

Plaintiff,

v.

NGUYET MINH LE,

Defendants.

CASE NO.: 5:22-cv-00876-JGB-KKx

**STIPULATED PROTECTIVE  
 ORDER**

Courtroom: Courtroom 1  
 Judge: Hon. Jesus G. Bernal

NGUYET MINH LE,

Counterclaimant,

v.

AMERICAN GENERAL LIFE  
 INSURANCE COMPANY,

Counterclaim Defendant.

**[NOTE CHANGES BY COURT]**

1           1.     A. PURPOSES AND LIMITATIONS

2           Discovery in this action is likely to involve production of confidential,  
3 proprietary, or private information for which special protection from public  
4 disclosure and from use for any purpose other than prosecuting this litigation may  
5 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to  
6 enter the following Stipulated Protective Order. The parties acknowledge that this  
7 Order does not confer blanket protections on all disclosures or responses to  
8 discovery and that the protection it affords from public disclosure and use extends  
9 only to the limited information or items that are entitled to confidential treatment  
10 under the applicable legal principles. The parties further acknowledge, as set forth  
11 in Section 12.3, below, that this Stipulated Protective Order does not entitle them to  
12 file confidential information under seal; Civil Local Rule 79-5 sets forth the  
13 procedures that must be followed and the standards that will be applied when a party  
14 seeks permission from the court to file material under seal.

15                     B. GOOD CAUSE STATEMENT

16           This action is likely to involve third-party confidential information, financial  
17 records, and other valuable commercial, financial, technical and/or proprietary  
18 information for which special protection from public disclosure and from use for any  
19 purpose other than prosecution of this action is warranted. Such confidential and  
20 proprietary materials and information consist of, among other things, confidential  
21 business or financial information, information regarding confidential business  
22 practices (including information implicating privacy rights of third parties),  
23 information otherwise generally unavailable to the public, or which may be  
24 privileged or otherwise protected from disclosure under state or federal statutes,  
25 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
26 information, to facilitate the prompt resolution of disputes over confidentiality of  
27 discovery materials, to adequately protect information the parties are entitled to keep  
28 confidential, to ensure that the parties are permitted reasonable necessary uses of

1 such material in preparation for and in the conduct of trial, to address their handling  
2 at the end of the litigation, and serve the ends of justice, a protective order for such  
3 information is justified in this matter. It is the intent of the parties that information  
4 will not be designated as confidential for tactical reasons and that nothing be so  
5 designated without a good faith belief that it has been maintained in a confidential,  
6 non-public manner, and there is good cause why it should not be part of the public  
7 record of this case

8 2. DEFINITIONS

9 2.1 Action: This pending federal law suit.

10 2.2 Challenging Party: A Party or Non-Party that challenges the  
11 designation of information or items under this Order.

12 2.3 “CONFIDENTIAL” Information or Items: Information (regardless of  
13 how it is generated, stored or maintained) or tangible things that qualify for  
14 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
15 the Good Cause Statement.

16 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as  
17 their support staff).

18 2.5 Designating Party: A Party or Non-Party that designates information or  
19 items that it produces in disclosures or in responses to discovery as  
20 “CONFIDENTIAL.”

21 2.6 Disclosure or Discovery Material: All items or information, regardless  
22 of the medium or manner in which it is generated, stored, or maintained (including,  
23 among other things, testimony, transcripts, and tangible things), that are produced or  
24 generated in disclosures or responses to discovery in this matter.

25 2.7 Expert: A person with specialized knowledge or experience in a matter  
26 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
27 an expert witness or as a consultant in this Action.

28 2.8 House Counsel: Attorneys who are employees of a party to this Action.

1 House Counsel does not include Outside Counsel of Record or any other outside  
2 counsel.

3 2.9 Non-Party: Any natural person, partnership, corporation, association,  
4 or other legal entity not named as a Party to this action.

5 2.10 Outside Counsel of Record: Attorneys who are not employees of a party  
6 to this Action but are retained to represent or advise a party to this Action and have  
7 appeared in this Action on behalf of that party or are affiliated with a law firm which  
8 has appeared on behalf of that party, and includes support staff.

9 2.11 Party: Any party to this Action, including all of its officers, directors,  
10 employees, consultants, retained experts, and Outside Counsel of Record (and their  
11 support staffs).

12 2.12 Producing Party: A Party or Non-Party that produces Disclosure or  
13 Discovery Material in this Action.

14 2.13 Professional Vendors: Persons or entities that provide litigation support  
15 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
16 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
17 and their employees and subcontractors.

18 2.14 Protected Material: any Disclosure or Discovery Material that is  
19 designated as "CONFIDENTIAL."

20 2.15 Receiving Party: A Party that receives Disclosure or Discovery  
21 Material from a Producing Party.

22 3. SCOPE

23 The protections conferred by this Stipulation and Order cover not only  
24 Protected Material (as defined above), but also (1) any information copied or  
25 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
26 compilations of Protected Material; and (3) any testimony, conversations, or  
27 presentations by Parties or their Counsel that might reveal Protected Material. Any  
28 use of Protected Material at trial shall be governed by the orders of the trial judge.

1 This Order does not govern the use of Protected Material at trial.

2 4. DURATION

3 Even after final disposition of this litigation, the confidentiality obligations  
4 imposed by this Order shall remain in effect until a Designating Party agrees  
5 otherwise in writing or a court order otherwise directs. Final disposition shall be  
6 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
7 or without prejudice; and (2) final judgment herein after the completion and  
8 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
9 including the time limits for filing any motions or applications for extension of time  
10 pursuant to applicable law.

11 5. DESIGNATING PROTECTED MATERIAL

12 5.1 Exercise of Restraint and Care in Designating Material for Protection.

13 Each Party or Non-Party that designates information or items for protection under  
14 this Order must take care to limit any such designation to specific material that  
15 qualifies under the appropriate standards. The Designating Party must designate for  
16 protection only those parts of material, documents, items, or oral or written  
17 communications that qualify so that other portions of the material, documents, items,  
18 or communications for which protection is not warranted are not swept unjustifiably  
19 within the ambit of this Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations  
21 that are shown to be clearly unjustified or that have been made for an improper  
22 purpose (e.g., to unnecessarily encumber the case development process or to impose  
23 unnecessary expenses and burdens on other parties) may expose the Designating  
24 Party to sanctions. If it comes to a Designating Party's attention that information or  
25 items that it designated for protection do not qualify for protection, that Designating  
26 Party must promptly notify all other Parties that it is withdrawing the inapplicable  
27 designation.

28 5.2 Manner and Timing of Designations. Except as otherwise provided in

1 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
2 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
3 under this Order must be clearly so designated before the material is disclosed or  
4 produced. Designation in conformity with this Order requires:

5 (a) for information in documentary form (e.g., paper or electronic documents,  
6 but excluding transcripts of depositions or other pretrial or trial proceedings), that  
7 the Producing Party affix at a minimum, the legend “CONFIDENTIAL”  
8 (hereinafter “CONFIDENTIAL legend”), to each page that contains protected  
9 material. If only a portion or portions of the material on a page qualifies for  
10 protection, the Producing Party also must clearly identify the protected portion(s)  
11 (e.g., by making appropriate markings in the margins).

12 A Party or Non-Party that makes original documents available for inspection  
13 need not designate them for protection until after the inspecting Party has indicated  
14 which documents it would like copied and produced. During the inspection and  
15 before the designation, all of the material made available for inspection shall be  
16 deemed “CONFIDENTIAL.” After the inspecting Party has identified the  
17 documents it wants copied and produced, the Producing Party must determine which  
18 documents, or portions thereof, qualify for protection under this Order. Then, before  
19 producing the specified documents, the Producing Party must affix the appropriate  
20 legend (“CONFIDENTIAL”) to each page that contains Protected Material. If only  
21 a portion or portions of the material on a page qualifies for protection, the Producing  
22 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
23 markings in the margins).

24 (b) for testimony given in depositions, hearings, or other proceedings, that the  
25 Designating Party identify all protected testimony. Alternatively, the Designating  
26 Party may, within 21 days after receipt of the final deposition transcript, identify the  
27 specific portions of the testimony as to which “CONFIDENTIAL” status is being  
28 asserted. Only those portions of the testimony that are appropriately designated for

1 protection within the 21 days shall be covered by the provisions of this Stipulated  
2 Protective Order. Alternatively, a Designating Party may specify, at the deposition  
3 or up to 21 days after receipt of the final transcript, that the entire transcript shall be  
4 treated as “CONFIDENTIAL.”

5 Parties shall give the other parties notice if they reasonably expect a  
6 deposition, hearing or other proceeding to include Protected Material so that the  
7 other parties can ensure that only authorized individuals who have signed the  
8 “Acknowledgment and Agreement to Be Bound” (Exhibit A) are present at those  
9 proceedings. This notice requirement does not obligate a party to provide a list of  
10 the specific exhibits that they expect to use at such deposition, hearing, or other  
11 proceeding. The use of a document as an exhibit at a deposition shall not in any way  
12 affect its designation as “CONFIDENTIAL.”

13 Transcripts containing Protected Material shall have an obvious legend on the  
14 title page that the transcript contains Protected Material, and the title page shall be  
15 followed by a list of all pages (including line numbers as appropriate) that have been  
16 designated as Protected Material and the level of protection being asserted by the  
17 Designating Party. The Designating Party shall inform the court reporter of these  
18 requirements. Any transcript that is prepared before the expiration of a 21-day period  
19 for designation shall be treated during that period as if it had been designated  
20 “CONFIDENTIAL.” After the expiration of that period, the transcript shall be  
21 treated only as actually designated.

22 (c) for information produced in some form other than documentary and for  
23 any other tangible items, that the Producing Party affix in a prominent place on the  
24 exterior of the container or containers in which the information is stored the legend  
25 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
26 protection, the Producing Party, to the extent practicable, shall identify the protected  
27 portion(s).

28 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent



1 failure to designate qualified information or items does not, standing alone, waive  
2 the Designating Party's right to secure protection under this Order for such material.  
3 Upon timely correction of a designation, the Receiving Party must make reasonable  
4 efforts to assure that the material is treated in accordance with the provisions of this  
5 Order.

6       6.     CHALLENGING CONFIDENTIALITY DESIGNATIONS

7       6.1   Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.

10       6.2   Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37.1 et seq. To avoid ambiguity as to whether  
12 a challenge has been made, the written notice must recite that the challenge to  
13 confidentiality is being made in accordance with this specific paragraph of the  
14 Protective Order. The parties shall attempt to resolve each challenge in good faith  
15 and must begin the process by conferring directly (in voice to voice dialogue; other  
16 forms of communication are not sufficient) within 30 days of the date of service of  
17 notice. In conferring, the Challenging Party must explain the basis for its belief that  
18 the confidentiality designation was not proper and must give the Designating Party  
19 an opportunity to review the designated material, to reconsider the circumstances,  
20 and, if no change in designation is offered, to explain the basis for the chosen  
21 designation. A Challenging Party may proceed to the next stage of the challenge  
22 process only if it has engaged in this meet and confer process first or establishes that  
23 the Designating Party is unwilling to participate in the meet and confer process in a  
24 timely manner.

25       6.3   Judicial Intervention. If the Parties cannot resolve a challenge without  
26 court intervention, the Designating Party shall file and serve a motion to retain  
27 confidentiality within 21 days of the initial notice of challenge or within 14 days of  
28 the parties agreeing that the meet and confer process will not resolve their dispute,



1 whichever is earlier. Each such motion must be accompanied by a competent  
 2 declaration affirming that the movant has complied with the meet and confer  
 3 requirements imposed in the preceding paragraph. Failure by the Designating Party  
 4 to make such a motion including the required declaration within 21 days (or 14 days,  
 5 if applicable) shall automatically waive the confidentiality designation for each  
 6 challenged designation. In addition, the Challenging Party may file a motion  
 7 challenging a confidentiality designation at any time **that is consistent with the**  
 8 **Court's Scheduling Order** if there is good cause for doing so, including a challenge  
 9 to the designation of a deposition transcript or any portions thereof. Any motion  
 10 brought pursuant to this provision must be accompanied by a competent declaration  
 11 affirming that the movant has complied with the meet and confer requirements  
 12 imposed by the preceding paragraph. **Any motion seeking to retain or challenge a**  
 13 **party's designation of material as Confidential Information must be brought in strict**  
 14 **compliance with Local Rules 37-1 and 37-2 (including the Joint Stipulation**  
 15 **requirement).**

16 The burden of persuasion in any such motion shall be on the Designating  
 17 Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass  
 18 or impose unnecessary expenses and burdens on other parties) may expose the  
 19 Challenging Party to sanctions. Unless the Designating Party has waived or  
 20 withdrawn the confidentiality designation, all parties shall continue to afford the  
 21 material in question the level of protection to which it is entitled under the Producing  
 22 Party's designation until the Court rules on the challenge.

## 23 7. ACCESS TO AND USE OF PROTECTED MATERIAL

24 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
 25 disclosed or produced by another Party or by a Non-Party in connection with this  
 26 Action only for prosecuting, defending, or attempting to settle this Action. Such  
 27 Protected Material may be disclosed only to the categories of persons and under the  
 28 conditions described in this Order. When the Action has been terminated, a

1 Receiving Party must comply with the provisions of section 13 below (FINAL  
2 DISPOSITION).

3 Protected Material must be stored and maintained by a Receiving Party at a  
4 location and in a secure manner that ensures that access is limited to the persons  
5 authorized under this Order.

6 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless  
7 otherwise ordered by the court or permitted in writing by the Designating Party, a  
8 Receiving Party may disclose any information or item designated  
9 “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as  
11 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
12 disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the  
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom  
16 disclosure is reasonably necessary for this Action and who have signed the  
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional  
21 Vendors to whom disclosure is reasonably necessary for this Action and who have  
22 signed the “Acknowledgement and Agreement to be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a  
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
27 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
28 not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise  
2 agreed by the Designating Party or ordered by the court. Pages of transcribed  
3 deposition testimony or exhibits to depositions that reveal Protected Material may  
4 be separately bound by the court reporter and may not be disclosed to anyone except  
5 as permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,  
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED  
9 PRODUCED IN OTHER LITIGATION

10 If a Party is served with a subpoena or a court order issued in other litigation  
11 that compels disclosure of any information or items designated in this Action as  
12 “CONFIDENTIAL,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification shall  
14 include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order to  
16 issue in the other litigation that some or all of the material covered by the subpoena  
17 or order is subject to this Protective Order. Such notification shall include a copy of  
18 this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be pursued  
20 by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with  
22 the subpoena or court order shall not produce any information designated in this  
23 action as “CONFIDENTIAL” before a determination by the court from which the  
24 subpoena or order issued, unless the Party has obtained the Designating Party’s  
25 permission. The Designating Party shall bear the burden and expense of seeking  
26 protection in that court of its confidential material and nothing in these provisions  
27 should be construed as authorizing or encouraging a Receiving Party in this Action  
28 to disobey a lawful directive from another court.

1           9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3           (a) The terms of this Order are applicable to information produced by a Non-  
4 Party in this Action and designated as “CONFIDENTIAL.” Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

8           (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party’s confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party’s  
11 confidential information, then the Party shall:

12           (1) promptly notify in writing the Requesting Party and the Non-Party that  
13 some or all of the information requested is subject to a confidentiality agreement  
14 with a Non-Party;

15           (2) promptly provide the Non-Party with a copy of the Stipulated Protective  
16 Order in this Action, the relevant discovery request(s), and a reasonably specific  
17 description of the information requested; and

18           (3) make the information requested available for inspection by the Non-Party,  
19 if requested.

20           (c) If the Non-Party fails to seek a protective order from this court within 14  
21 days of receiving the notice and accompanying information, the Receiving Party  
22 may produce the Non-Party’s confidential information responsive to the discovery  
23 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
24 not produce any information in its possession or control that is subject to the  
25 confidentiality agreement with the Non-Party before a determination by the court.  
26 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
27 of seeking protection in this court of its Protected Material.  
28

1           10.    UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

2           If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
3 Protected Material to any person or in any circumstance not authorized under this  
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
7 or persons to whom unauthorized disclosures were made of all the terms of this  
8 Order, and (d) request such person or persons to execute the “Acknowledgment and  
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10           11.    INADVERTENT PRODUCTION OF PRIVILEGED OR  
11 OTHERWISE PROTECTED MATERIAL

12           When a Producing Party gives notice to Receiving Parties that certain  
13 inadvertently produced material is subject to a claim of privilege or other protection,  
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
16 may be established in an e-discovery order that provides for production without prior  
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
18 parties reach an agreement on the effect of disclosure of a communication or  
19 information covered by the attorney-client privilege or work product protection, the  
20 parties may incorporate their agreement in the stipulated protective order submitted  
21 to the court.

22           12.    MISCELLANEOUS

23           12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
24 person to seek its modification by the Court in the future.

25           12.2 Right to Assert Other Objections. By stipulating to the entry of this  
26 Protective Order no Party waives any right it otherwise would have to object to  
27 disclosing or producing any information or item on any ground not addressed in this  
28 Stipulated Protective Order. Similarly, no Party waives any right to object on any

1 ground to use in evidence of any of the material covered by this Protective Order.

2       12.3 Filing Protected Material. A Party that seeks to file under seal any  
3 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
4 only be filed under seal pursuant to a court order authorizing the sealing of the  
5 specific Protected Material at issue. If a Party's request to file Protected Material  
6 under seal is denied by the court, then the Receiving Party may file the information  
7 in the public record unless otherwise instructed by the court.

8       13. FINAL DISPOSITION

9       After the final disposition of this Action, as defined in paragraph 4, within 60  
10 days of a written request by the Designating Party, each Receiving Party must return  
11 all Protected Material to the Producing Party or destroy such material. As used in  
12 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
13 summaries, and any other format reproducing or capturing any of the Protected  
14 Material. Whether the Protected Material is returned or destroyed, the Receiving  
15 Party must submit a written certification to the Producing Party (and, if not the same  
16 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies  
17 (by category, where appropriate) all the Protected Material that was returned or  
18 destroyed and (2) affirms that the Receiving Party has not retained any copies,  
19 abstracts, compilations, summaries or any other format reproducing or capturing any  
20 of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
21 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
22 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
23 reports, attorney work product, and consultant and expert work product, even if such  
24 materials contain Protected Material. Any such archival copies that contain or  
25 constitute Protected Material remain subject to this Protective Order as set forth in  
26 Section 4 (DURATION).

27 ///

28 ///

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

Date: May 9, 2023

**By:** /s/Max Hirsch  
BRONWYN F. POLLOCK  
MAX W. HIRSCH

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Max Hirsch, attest that all other signatories to this document concur in the content of, and have authorized, this filing.



1 Date: May 9, 2023

McKENNON LAW GROUP PC

2  
3 By: /s/ Cory T. Salisbury  
4 ROBERT J. McKENNON  
5 CORY T. SALISBURY  
6 Attorneys for Defendant Nguyet  
7 Minh Le  
8

9 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED**

10  
11 DATED: May 10, 2023

12   
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14 Kenly Kiya Kato  
15 United States Magistrate Judge  
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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury  
 that I have read in its entirety and understand the Stipulated Protective Order that  
 was issued by the United States District Court for the Central District of California  
 on [date] in the case of *American General Life Insurance Company v. Nguyet Minh  
 Le*, Case No. 5:22-cv-00876-JGB-KKx.

I agree to comply with and to be bound by all the terms of this Stipulated Protective  
 Order and I understand and acknowledge that failure to so comply could expose me  
 to sanctions and punishment in the nature of contempt.

I solemnly promise that I will not disclose in any manner any information or item  
 that is subject to this Stipulated Protective Order to any person or entity except in  
 strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
 Central District of California for the purpose of enforcing the terms of this Stipulated  
 Protective Order, even if such enforcement proceedings occur after termination of  
 this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
 \_\_\_\_\_ [print or type full address and  
 telephone number] as my California agent for service of process in connection with  
 this action or any proceedings related to enforcement of this Stipulated Protective  
 Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_